



4980 N Sabino Canyon Rd,
Tucson, AZ 85750
info@paxis.org | (520) 299-6770

PAXIS Institute Service Agreement

Terms and conditions for all PAXIS products and services

PAXIS Institute products and services are explicitly designed, tested, and proven to increase measurable Peace, Productivity, Health, and Happiness for children, youth, and the people who care for them. Our products and services have decades of scientific proof of effectiveness for producing positive outcomes with the effective training and implementation of the evidence-based strategies. The success is documented in scientific publications and indexed in the U.S. National Library of Medicine (www.pubmed.gov). We even provide simple, powerful tools for stakeholders like you to measure the benefits in your own settings.

Our strategies, programs, and practices are recognized and recommended by the Substance Abuse and Mental Health Services Administration, the National Academy of Medicine, the American Academy of Child and Adolescent Psychiatry, the Washington State Institute for Public Policy, and many others. Long-term studies and other independent evaluations prove that our small, easy to use strategies that evolved over 50 years, can have lifetime benefits for children, families, educators, and communities.

Our content is trademarked and copyrighted – protecting the unique levels of scientific evidence of efficacy as well as the immense efforts to bring practical, effective science to families, schools, and communities. We are committed to consistently improving and refining the science and practice of our strategies to create Peace, Productivity, Health, and Happiness for children, families, educators, and communities.

Our partnership with you represents an opportunity to improve outcomes for your community and those everywhere. We appreciate your collaboration and attention to the terms of our Service Agreement, which is foundational for delivering the proven programming to your community, your educators, your families, your children, and our futures.

Thank you for being an agent of change to better our world.

Dennis D. Embry, Ph.D.
President/Founder and Lead Author

Provision of Services – PAXIS Institute offers a number of services and related products, materials, and reports (collectively, “Services”). Purchasing PAXIS Services involves both Customer and PAXIS Institute (collectively, “Parties” or “Party”) collaborating to agree on a quote to establish a Scope of Work. The Scope of Work and this Service Agreement will serve as the controlling documents throughout the term of our agreement.

Right to Use – Upon our fully signed agreement to terms listed here and the Scope of Work, PAXIS Institute grants a limited, non-transferrable, non-sublicensable, non-exclusive license to access and use online applications including but not limited to websites and web applications according to their intended use, access and use materials provided within these online applications, generate and use reports provided by PAXIS online applications (collectively, the “Use Rights”).

The Customer expressly acknowledges and agrees that Use Rights are subject to the following conditions, limitations and restrictions: 1.) the Customer may not copy, modify, duplicate, publish, distribute, display, create derivative works of, or alter physical or electronic characteristics of the Services or any related materials; 2.) the Customer agrees to use the Services and related materials and reports in accordance with these terms of use and in compliance all federal, state, and local laws and regulations.

Data Privacy and Protection – PAXIS Institute maintains strict privacy protections for Customer and research data. PAXIS does not sell or share any Customer data and shares only de-identified research data with associated research partners for research purposes in accordance with research protocols including prior consent of all participants. PAXIS Institute maintains electronic protections for stored data at or above industry standards including: 1.) Native applications sandboxed to secure the content on devices; 2.) Databases are hosted on separate servers from the application server, and database servers are not externally accessible; 3.) Databases backup daily to protect against any data loss/corruption; 4.) The infrastructure is secured over Amazon servers, using the most up-to-date available libraries and best practices (cookie with Http Only and SameSite attributes, CSRF Protection <https://laravel.com/docs/5.5/csrf>); 5.) All the endpoints are protected against DOS e DDOS attacks, based on the Amazon IDS/IPS systems.

Invoicing – PAXIS Institute will invoice for orders as they are delivered unless other arrangements have been made in writing. Invoices will be delivered via email to the individual/institution identified in the Scope of Work.

Payment – Payment is due within 30 days of the invoice date unless other arrangements have been made in writing. In the sole discretion of PAXIS, failure to pay balances due within this agreed 30-day time period may result in 1.) suspension of all Services until payment is made in full; and 2.) an additional charge of 1.5% of the remaining balance per month until payment is made in full.

Payment Disputes – Payment amounts may not be altered or offset. Any payment amounts under dispute must be identified and submitted to PAXIS Institute in writing within 10 days of the invoice date. A submitted notice of payment dispute must include the invoice number, disputed items, disputed payment amounts, and a complete description of the basis of the dispute. A submitted notice of payment dispute does not release the Customer from the obligation to pay the invoiced undisputed balances. Any items on the invoice not disputed within 10 days of the invoice date will be deemed accepted and not subject to dispute.

Taxes and External Fees – The Customer is fully responsible for any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or surcharge imposed by any authority on the transaction between PAXIS and the Customer. In the event PAXIS Institute is charged any such fee to initiate or to provide its services, the Customer agrees to reimburse PAXIS within 30 days of invoice and in accordance with the Payment Agreement. Such additional fees may not be included by PAXIS prices quoted or listed in the Scope of Work unless other arrangements have been made in writing.

Shipping – Training materials and any other items associated with the Services will not be shipped without an accepted Scope of Work or Purchase Order unless other arrangements have been made in writing. The Customer is responsible for any additional expedited or return shipping charges incurred by PAXIS Institute due to Customer errors or delay.

Confidentiality – Both Parties will at all times keep in confidence any of the other Party's Confidential Information that is disclosed in the course of implementing the Services. This includes all customer and billing data and other items as identified by the Parties.

Termination – This service agreement governs all Scopes of Work and orders unless terminated. Either Party may terminate this Service Agreement if: 1.) if the other Party fails to cure any breach of the Service Agreement or specific order under the Service Agreement within 30 days after the receipt of notice; 2.) upon 30 days' prior notice to the other Party.

Intellectual Property – PAXIS Institute retains ownership of all intellectual property rights related to all Services and related materials, documentation, reports, and derivative works associated with the implementation and deliverables of the Services. This includes all copyrights, trademarks, and any other proprietary rights.

Limited Warranty – Except for the assurances specifically listed in this Service Agreement, PAXIS Institute makes no other warranties including but not limited to warranty of merchantability, warranty of fitness for particular purpose warrant of title, or warranty against infringement of intellectual property rights of a third party, whether expressed or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

Limitation on Liability – Neither Party is liable to the other for, and each Party waive any claims against the other for any special, indirect, punitive, exemplary, incidental, consequential, or other damages. Additionally, neither Party is liable for any actual or alleged lost revenues, lost profits, or lost prospective economic advantage resulting from the performance of the Services under this Service Agreement whether arising out of breach of contract, negligence, tort, strict liability, products liability, or otherwise regardless of whether such damage was foreseeable. PAXIS Institute does not indemnify, defend, or hold harmless Customers for their use of the Services.

Cancellation – The Customer agrees, if they cancel Service, that they may be liable for a reasonable cancellation fee not to exceed the quoted cost of the Service in the event a scheduled Service is canceled by the Customer.


Evaluation – As a prevention science company, PAXIS Institute encourages stakeholders to engage qualified researchers in both replication and original scientific studies to track the performance of the services in improving the wellbeing of children, adults, schools, communities, and populations. PAXIS Institute stands ready to conduct, coordinate, guide, or support such studies as part of the offered Services or remain independent from such studies. PAXIS Institute implores for the peer-reviewed publication of all studies of the Services – regardless of outcome.

Independent Contractors – This Service Agreement establishes each Party as independent contractor. Nothing in this Service Agreement shall create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Customer and PAXIS Institute outside the terms listed in this Service Agreement and the deliverable Services listed in the Scope of Work. All employees and subcontractors of each Party will not be deemed employees, subcontractors, or agents of the other Party for any purpose. Neither Party, nor their employees or subcontractors may serve as or represent themselves as an agent, employee, subcontractor of the other Party. Neither PAXIS Institute nor the Customer will have authority to employ any person as an employee, subcontractor, or agent for on behalf of the other.

Governing Law – All matters related to this Service Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to any choice or conflict of law provision or rule that would apply laws of any other jurisdiction, regardless of where Services were rendered. The exclusive venue for any legal proceedings will be the courts of Pima County, Arizona.

Change Orders – PAXIS Institute will make all reasonable efforts to make changes to the Services as listed in the Scope of Work at the written request of the Customer. PAXIS Institute will promptly report their ability to accommodate such changes as well as any effects on pricing and date of delivery. Changes to the Scope of Work requested in writing by the Customer and deemed feasible by PAXIS Institute must be confirmed in writing by PAXIS Institute.

This Service Agreement between PAXIS Institute (PO Box 31205, Tucson AZ 85751) and the Customer named below guides the Services established in any corresponding Scopes of Work.

Organization: PAXIS Institute	Organization/Contractor:
Organization Signature:	Organization/Contractor Signature:
	
Dennis Embry, PH.D., President/Founder and Lead Author	
Date Signed:	Date Signed:

Additional Signatures:	
Soap Lake School District <i>Kim Casey; School District Superintendent</i>	Signature: <u>Kimberly Casey</u> Date: <u>Jun 6, 2023</u>
RENEW <i>Dell Anderson; Executive Director</i>	Signature: <u>[Signature]</u> Date: <u>6/7/23</u>
Board of County Commissioners #1 _____ <i>Printed Name</i>	Signature: _____ Date: _____
Board of County Commissioners #2 _____ <i>Printed Name</i>	Signature: _____ Date: _____
Board of County Commissioners #3 _____ <i>Printed Name</i>	Signature: _____ Date: _____

Proposal

ADDRESS

Ryan Boldman
Soap Lake Community Coalition
PO Box 37
Ephrata, WA 98823

SHIP TO

Soap Lake School District
Attn: Deanna Detwiler
120 Main Ave. East
Soap Lake, WA 98851

PROPOSAL

1712

DATE

05/17/2023

EXPIRATION

07/17/2023

DATE

SHIPPING EMAIL

TBD

SHIPPING PHONE

(509) 246-1822

PO NUMBER

Pending Signed Proposal

DATE	ITEM #	PRODUCT/SERVICE	QTY	RATE	AMOUNT
	1179	PAX GBG 5th Ed. Update Indigenous TRN-In Person Maximum capacity of 40 participants per training. All participants must be registered in advance of the training and have applicable materials ordered. Registration list due 10 business days prior to training date for pre-training shipment of materials. Aug. 23, 2023 8-3:30 p.m., PT 30 min. lunch and 2, 15-minute breaks Training Location: Soap Lake Middle School/High School Library 527 Second Ave Soap Lake, WA 98851	1	4,875.00	4,875.00
08/23/2023	1190	PAX GBG 5th Edition Teacher Kit Pre-Training Shipment of Materials Quantity of materials may be adjusted based on final registration list provided by client in advance of training.	25	320.00	8,000.00
08/23/2023	1191	Administrator PAX GBG 5th Ed. Tool Kit Pre-Training Shipment of Materials Quantity of materials may be adjusted based on final registration list provided by client in advance of training.	3	148.00	444.00
08/23/2023	1104	PAX Tools Kit - for support staff Pre-Training Shipment of Materials Quantity of materials may be adjusted based on final registration list provided by client in advance of training.	12	50.00	600.00
08/23/2023	1146	Shipping Estimated Shipping and Handling	1	723.52	723.52
08/23/2023	1136	Trainer/Staff Travel Expenses-Domestic Client will be billed at actual travel expenses Plus 10% upon completion of training. For budgetary purposes, client should plan for travel expenses to include: round-trip airfare from Trainer's inception point, car rental +fuel, lodging and daily M&I per diem. Actual costs may exceed GSA rates. Costs TBD	1	0.00	0.00

This proposal is good for 60 days from the date shown here. To accept this proposal please sign and date then return to Paxis at invoicing@paxis.org.

TOTAL

USD 14,642.52

Accepted By

Accepted Date